

37 Am. Jur. 2d Fraud and Deceit § 89

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Fraud and Deceit

George Blum, J.D., John Bourdeau, J.D., Romualdo P. Eclavea, J.D., Janice Holben, J.D., Karl Oakes, J.D. and Eric C. Surette, J.D.

IV. False Representations

C. Matters of Futurity; Promises and Statements of Intention

2. Promises and Statements of Intention

a. In General

§ 89. Assertions of intention or declarations of purpose; distinctions and exceptions

[Topic Summary](#) | [Correlation Table](#) | [References](#)

West's Key Number Digest

West's Key Number Digest, [Fraud](#)  12

Trial Strategy

[Lender Liability for Negligent Misrepresentation Made to Business Loan Applicant, 19 Am. Jur. Proof of Facts 3d 477](#)

Forms

[Am. Jur. Pleading and Practice Forms, Fraud and Deceit § 215](#) (Instruction to jury—When false representations concerning intention or state of mind may constitute actionable fraud)

As in the case of promises, it is generally held that mere assertions of intention,¹ or declarations of future purpose,² do not amount to fraud. Some courts, however, draw a distinction between cases where the representation of an intention is in fact a mere promise collateral to the contract and where it amounts to an affirmation of a present state of mind, and they hold that a representation of an intention as existing may, if false, avoid a contract induced thereby, on the ground that the state of a person's mind is a fact and, hence, that a misstatement as to it is a misstatement of fact.³ At any rate, statements relating to a party's intentions are under some circumstances held to be statements as to material existing facts.⁴

CUMULATIVE SUPPLEMENT

Cases:

Under Massachusetts law, employee's allegations regarding misrepresentations allegedly made by his employer failed to state an intentional misrepresentation claim against employer; employee failed to allege that statement regarding employer's future succession plan misrepresented the actual intention of employer at the time it was made, as required to support a misrepresentation claim based on a statement of future intention, and employee failed to sufficiently allege that employer's alleged promise to formalize long-term incentive plan and its failure to offer note and mortgage in connection with home loan caused him any harm. [Robert Reiser & Company v. Scriven](#), 130 F. Supp. 3d 488 (D. Mass. 2015).

[END OF SUPPLEMENT]

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Footnotes

- ¹ [Riley v. Byrne](#), 145 Mont. 138, 399 P.2d 980 (1965); [Lanz v. Naddy](#), 82 N.W.2d 809 (N.D. 1957); [Orion Refining Corp. v. UOP](#), 259 S.W.3d 749 (Tex. App. Houston 1st Dist. 2007) (applying Illinois law).
- ² [Colorado Milling & Elevator Co. v. Rapides Grocery Co.](#), 142 So. 626 (La. Ct. App. 2d Cir. 1932); [Boulden v. Stilwell](#), 100 Md. 543, 60 A. 609 (1905); [Rankin v. Burnham](#), 150 Wash. 615, 274 P. 98 (1929).
- ³ [99 Pratt St. Corp. v. Stand Realty Corp.](#), 27 Conn. Supp. 101, 230 A.2d 613 (Super. Ct. 1966); [Thieman v. Thieman](#), 218 S.W.2d 580 (Mo. 1949); [Adams v. Clark](#), 239 N.Y. 403, 146 N.E. 642 (1925); [Bryant v. Bruner](#), 593 S.W.2d 358 (Tex. Civ. App. Texarkana 1979).
- ⁴ §§ 90, 91.

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